

EXHIBIT A

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

Jason Greenhouse,

Plaintiff,

– against–

Justice Federal Credit Union d/b/a Blue
Knights Visa, and Experian Information
Solutions, Inc.,

Defendants.

Index No.

SUMMONS

To the above-named defendants:

YOU ARE HEREBY SUMMONED to appear in the Supreme Court of the State of New York, County of New York at the office of the Clerk of said Court at 60 Centre Street, New York, NY 10007, within the time provided by law as noted below and to file your answer to the annexed complaint with the Clerk; upon your failure to answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: December 15, 2020
New York, New York

Respectfully submitted,

Law Offices of Robert S. Gitmeid & Associates, PLLC

/s/ Adham M. Elsayed
Adham M. Elsayed, Esq.
30 Wall Street, 8th Floor #741
New York, NY 10005
Tel: (866) 249-1137
Fax: (877) 366-4747
Attorneys for Plaintiff

NOTE: The laws or rules of court provide that:

(a) if this summons is served by its delivery to you personally, you must appear and answer within TWENTY days after such service; or

(b) if this summons is served by delivery to any person other than you personally or is served by any alternative method permissible under the CPLR, you must appear and answer within THIRTY days after such service.

Defendants' Addresses:

Justice Federal Credit Union
935 Pennsylvania Avenue NW, Room 8676
Washington, DC 20535

Experian Information Solutions, Inc.
12 E. 49th Street, 11th Floor
New York, NY 10017

**SUPREME COURT OF THE STATE OF NEW YORK
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– against –

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COMPLAINT

Plaintiff JASON GREENHOUSE, by and through his attorneys, the Law Offices of Robert S. Gitmeid & Associates, PLLC, complaining of the Defendants, hereby alleges as follows:

1. This is an action for damages brought by an individual consumer for Defendants' violations of the Fair Credit Reporting Act, 15. U.S.C. § 1681, et seq. (the "FCRA"), the New York Fair Credit Reporting Act, NY CLS Gen Bus § 380, et seq. ("NY FCRA"), and other claims related to unlawful credit reporting practices. The FCRA and NY FCRA prohibit furnishers of credit information to falsely and inaccurately report consumers' credit information to credit reporting agencies.

PARTIES

2. Plaintiff, Jason Greenhouse, is an adult residing in New York, NY.
3. Defendant, Justice Federal Credit Union d/b/a Blue Knights Visa ("Justice FCU") is a business entity that furnishes consumer credit information to consumer reporting agencies. It has a principal place of business located at 935 Pennsylvania Avenue NW, Room 8676, Washington, DC 20535.

4. Defendant Experian Information Solutions, Inc. ("Experian") is a limited liability company, doing business throughout the country and in the state of New York. Defendant Experian is one of the largest CRAs in the world.
5. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1681a(c) of the FCRA and N.Y. GBS. LAW § 380-a(b) of NY FCRA.

FACTUAL ALLEGATIONS

6. Defendant Justice FCU issued an account ending in 0149 to Plaintiff; the account was routinely reported on Plaintiff's consumer credit report.
7. The consumer report at issue is a written communication of information concerning Plaintiff's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or for the purpose of serving as a factor in establishing the consumer's eligibility for credit to be used primarily for personal, family, or household purposes as defined by 15 U.S.C. § 1681a(d)(1) of the FCRA and N.Y. GBS. LAW § 380-a(c)(1) of the NY FCRA.
8. On or about January 17, 2020, Plaintiff and Justice FCU entered into a settlement agreement for the above referenced account. A copy of the settlement agreement is attached hereto as **Exhibit A**.
9. Pursuant to the terms of the settlement, Plaintiff was required to make monthly payments totaling \$2,344.77 to settle and close his Justice FCU account.
10. Plaintiff, via his debt settlement representative timely made the settlement payments.

11. However, over half a year later, Plaintiff's Justice FCU account continues to be negatively reported.
12. In particular, on a requested credit report dated July 21, 2020, Plaintiff's Justice FCU account was reported with a status of "CHARGE OFF", a balance of \$2,843.00 and a past due balance of \$2,843.00. The relevant portion of Plaintiff's credit report is attached hereto as **Exhibit B**.
13. This tradeline was inaccurately reported; as explained above, the account was settled and paid in full, and as such, must be reported as settled with a balance of \$0.00.
14. On or about September 1, 2020, Plaintiff, via counsel, sent a dispute letter to Defendants requesting the tradeline to be corrected. A copy of the dispute letter is attached hereto as **Exhibit C**.
15. Therefore, Plaintiff has disputed the accuracy of the derogatory information reported by Justice FCU to the Credit Reporting Agencies via certified mail in accordance with 15 U.S.C. § 1681i of the FCRA and N.Y. GBS. LAW § 380-f of the NY FCRA.
16. In November of 2020, Plaintiff requested an updated credit reports for review. The tradeline for the Justice FCU account in question remained incorrect, as Defendants failed to correct the inaccuracy. The relevant portion of the November 2020 credit report is attached hereto as **Exhibit D**.
17. Experian did not notify Justice FCU of the dispute by Plaintiff in accordance with the FCRA, or alternatively, did notify Justice FCU and Justice FCU failed to

properly investigate and delete the trade line or properly update the trade line on Plaintiff's credit reports.

18. If Justice FCU did perform a reasonable investigation of Plaintiff's dispute, Plaintiff's Justice FCU account would be updated to reflect a settled status with a \$0 balance.

19. Justice FCU has promised through its subscriber agreements or contracts to accurately update accounts, but Justice FCU has nonetheless willfully, maliciously, recklessly, wantonly, and/or negligently failed to follow this requirement as well as the requirements set forth under the FCRA and NY FCRA, which has resulted in the intended consequences of this information remaining on Plaintiff's credit reports.

20. Defendants failed to properly maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit information and Plaintiff's credit report, concerning the account in question, thus violating state law and the FCRA. These violations occurred before, during, and after the dispute process began with Experian.

21. At all times pertinent hereto, Defendants were acting by and through their agents, servants and/or employees, who were acting within the scope and course of the employment, and under the direct supervision and control of the Defendants herein.

22. At all times pertinent hereto, the conduct of Defendants, as well as that of their agents, servants and/or employees, was malicious, intentional, willful, reckless, negligent and in wanton disregard for federal law and the rights of the Plaintiff herein.

FIRST CAUSE OF ACTION
(Fair Credit Reporting Act)

23. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.
24. Experian is a “consumer reporting agency,” as codified at 15 U.S.C. § 1681a(f).
25. Justice FCU is an entity who, regularly and in the course of business, furnishes information to one or more consumer reporting agencies about its transactions or experiences with any consumer and therefore constitutes a “furnisher,” as codified at 15 U.S.C. § 1681s-2.
26. Justice FCU is reporting inaccurate credit information concerning Plaintiff to one or more credit bureaus as defined by 15 U.S.C. § 1681a of the FCRA.
27. Plaintiff notified Defendants of a dispute on the Justice FCU account’s completeness and/or accuracy, as reported.
28. Justice FCU failed to update Plaintiff’s credit report and/or notify the credit bureaus that the Justice FCU account in question was disputed in violation of 15 U.S.C. § 1681s-2(b).
29. Justice FCU failed to complete an investigation of Plaintiff’s written dispute and provide the results of an investigation to Plaintiff or the credit bureaus within the 30-day statutory period as required by 15 U.S.C. § 1681s-2(b).
30. Justice FCU failed to promptly modify the inaccurate information on Plaintiff’s credit report in violation of 15 U.S.C. § 1681s-2(b).
31. Experian failed to delete information found to be inaccurate, reinserted the information without following the FCRA, or failed to properly investigate Plaintiff’s disputes as required by 15 U.S.C. § 1681i(a).

32. Experian failed to maintain and failed to follow reasonable procedures to assure maximum possible accuracy of Plaintiff's credit report, concerning the account in question, violating 15 U.S.C. § 1681e(b).
33. As a result of the above violations of the FCRA, Plaintiff suffered actual damages in one or more of the following categories: lower credit score, lower credit capacity, denial of credit, embarrassment and emotional distress caused by the inability to obtain financing for everyday expenses, embarrassment caused by necessity of obtaining a co-signer on mortgage, higher interest rates on loans that would otherwise be affordable and other damages that may be ascertained at a later date.
34. As a result of the above violations of the FCRA, Defendants are liable to Plaintiff for actual damages, punitive damages, statutory damages, attorney's fees and costs.

SECOND CAUSE OF ACTION
(New York Fair Credit Reporting Act)

35. Plaintiff reasserts and incorporates herein by reference all facts and allegations set forth above.
36. Experian failed to delete information found to be inaccurate, reinserted the information without following the NY FCRA, or failed to properly investigate Plaintiff's disputes.
37. Experian failed to promptly re-investigate and record the current status of the disputed information and failed to promptly notify the consumer of the result of the investigation, decision on the status of the information, and his rights pursuant to this section in violation of NY FCRA, N.Y. Gen. Bus. Law § 380-f(a).

38. Experian failed to clearly note in all subsequent consumer reports that the account in question is disputed by the consumer in violation of NY FCRA, N.Y. Gen. Bus. Law § 380-f(c)(3).
39. As a result of the above violations of the NY FCRA, Plaintiff suffered actual damages in one or more of the following categories: lower credit score, lower credit capacity, denial of credit, embarrassment and Plaintiff suffered actual damages in one or more of the following categories: lower credit score, lower credit capacity, denial of credit, embarrassment and emotional distress caused by the inability to obtain financing for everyday expenses, embarrassment caused by necessity of obtaining a co-signer on mortgage, higher interest rates on loans that would otherwise be affordable and other damages that may be ascertained at a later date.
40. As a result of the above violations of the NY FCRA, Defendants are liable to Plaintiff for actual damages, punitive damages, statutory damages, attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands that judgment be entered against Defendants as follows:

- 1) That judgment be entered against Defendants for actual damages pursuant to 15 U.S.C. § 1681n or alternatively, 15 U.S.C. § 1681o;
- 2) That judgment be entered against Defendants for punitive damages pursuant to 15 U.S.C. § 1681n;
- 3) That the Court award costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1681n or alternatively, 15 U.S.C. § 1681o;
- 4) That judgment be entered against Defendants for actual damages pursuant to N.Y. Gen. Bus. Law § 380-m;

- 5) That the Court award costs and reasonable attorney's fees pursuant to N.Y. Gen. Bus. Law § 380-m; and
- 6) That the Court grant such other and further relief as may be just and proper.

Dated: December 15, 2020
New York, New York

Law Offices of Robert S. Gitmeid & Associates, PLLC

/s/ Adham M. Elsayed
Adham M. Elsayed, Esq.
30 Wall Street, 8th Floor #741
New York, NY 10005
Tel: (866) 249-1137
Fax: (877) 366-4747
Attorneys for Plaintiff

VERIFICATION BY ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, Adham M. Elsayed, an attorney duly admitted to practice law in the State of New York, hereby affirm under penalty of perjury:

I am an attorney associated with the Law Offices of Robert S. Gitmeid & Associates, PLLC attorneys for JASON GREENHOUSE, the plaintiff in the foregoing matter, with an office located at 30 Wall Street, 8th Floor, Suite 741 New York, NY 10005. I have read the foregoing Complaint and know the contents thereof, and that the same is true to my own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters I believe them to be true.

Dated: December 15, 2020
New York, New York

/s/ Adham M. Elsayed
ADHAM M. ELSAYED

EXHIBIT A

January 17, 2020

RE: Settlement Request
Member: Jason Greenhouse
Account # [REDACTED] 0149
Blue Knights Visa

To whom this may concern:

This letter is in reference to your inquiry for settlement on Mr. Jason Greenhouse Blue Knights Visa credit card. The Credit Union is willing to accept \$2,344.77 as a settlement in full toward the unpaid balance. The current principle balance as of May 30, 2019 is \$5,188.48.

The terms of this settlement are as follows:

Principal Balance:	\$5,188.48
Settlement Amount Due:	\$2,344.77
Settlement Payment Due:	30th of each month

Repayment term will be 1 payment of \$10.00, 7 payments of \$150.00 and final payment of \$1,284.77. Payment will be due on the 30th of each month, first payment being made as of May 31, 2019.

If these arrangements are acceptable, please have Mr. Jason Greenhouse sign below and return to the Credit Union immediately.

If you have questions regarding this matter, please feel free to contact me at (800) 550-5328, ext. 3126.

Member Signature

Jason Greenhouse

Date

2/6/2020

Justice Federal Credit Union

Josie Korasadowicz

Date

1/17/2020

Josie Korasadowicz, Collection Specialist

EXHIBIT B

NYSCEF DOC. NO. 3

RECEIVED NYSCEF: 12/15/2020

DATE COMPLETED 7/21/2020
DATE ORDERED 7/21/2020
REPOSITORIES EF
PRICE
REF. #

PRPD' BY
LOAN TYPE

PROPERTY ADDRESS

APPLICANT

CO-APPLICANT

APPLICANT GREENHOUSE, JASON

CO-APPLICANT

SOC SEC # DOB

SOC SEC # DOB

MARITAL STATUS

DEPENDENTS

COLLECTION ACCOUNTS

E C O A	W H O S E	CREDITOR	DATE REPORTED	DATE OPENED	HIGH CREDIT OR LIMIT	BALANCE	PAST DUE	MO REV	30	60	90+	STATUS
				DLA	ACCT TYPE	TERMS						SOURCE
B	B	JUST FCU	07/20	12/14 10/15	\$5188 REV	\$2843 -	\$2843	67	1	1	2	CHARGE OFF EF

EXHIBIT C



The Law Offices of
ROBERT S. GITMEID & ASSOC., PLLC

September 1, 2020

VIA CERTIFIED MAIL

Transunion Consumer Solutions
P.O. Box 2000
Chester, PA 19016

Equifax Information Services, LLC
P.O. Box 105139
Atlanta, GA 30348

Experian
P.O. Box 4500
Allen, TX 75013

Innovis Consumer Assistance
P.O. Box 1640
Pittsburgh, PA 15230

Experian Information Solutions, Inc.
12 E 49th Street, 11th Floor
New York, NY 10017

Re:
Original Creditor:
Original account No.:
SSN:
Address:

Jason Greenhouse
Justice Federal Credit Union d/b/a Blue Knights Visa
Ending in 0149



Dear Sir and/or Madam,

Please be advised that this office was retained to represent Jason Greenhouse with respect to his claims for violations under the Fair Credit Reporting Act, 15. U.S.C. § 1681, et seq. (the "FCRA") and other claims related to unlawful credit reporting practices.

On or about January 17, 2020, Mr. Greenhouse and Justice Federal Credit Union d/b/a Blue Knights Visa ("Justice Federal"), entered into a settlement agreement for the above referenced account. A copy of the settlement agreement is enclosed herein for your review. Pursuant to the terms of the settlement, Mr. Greenhouse paid, and the creditor payments totaling \$2,344.77 to settle and close his Justice Federal account. Mr. Greenhouse, via his debt settlement representative, timely made the requisite settlement payments.

However, over half a year later, Mr. Greenhouse's account continues to be negatively reported. In particular, on a requested credit report dated July 21, 2020, Mr. Greenhouse's account was reported with a status of "CHARGE OFF", a balance of \$2,843.00, and a past due balance of \$2,843.00. The relevant portion of Mr. Greenhouse's credit report is attached herein for your review. This trade line was inaccurately reported. As evidenced by the enclosed documents, the account was settled in full and has a balance of \$0.00.

Please take notice that this dispute is made pursuant to 15 U.S.C. § 1681i under the FCRA. Therefore, if this inaccuracy is not corrected within thirty (30) days, we will pursue further legal process on behalf of our client.

Thank you for your prompt attention to this important matter.

Very truly yours,

Tabitha Pitre

Tabitha Pitre
Tabitha.P@Gitmeidlaw.com
(866) 707-4595 Ext. 8811

TP:
Encl.

January 17, 2020

RE: Settlement Request
Member: Jason Greenhouse
Account # [REDACTED] 0149
Blue Knights Visa

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Member Signature

Jason Greenhouse

Date

2/6/2020

Justice Federal Credit Union

Josie Korasadowicz

Date

1/17/2020

Josie Korasadowicz, Collection Specialist

DATE COMPLETED 7/21/2020
DATE ORDERED 7/21/2020
REPOSITORIES EF
PRICE
REF. #

PRPD' BY
LOAN TYPE

PROPERTY ADDRESS

APPLICANT

CO-APPLICANT

APPLICANT GREENHOUSE, JASON

CO-APPLICANT

SOC SEC # DOB

SOC SEC #

DOB

MARITAL STATUS

DEPENDENTS

COLLECTION ACCOUNTS

E C O A	W H O S E	CREDITOR	DATE REPORTED	DATE OPENED	HIGH CREDIT OR LIMIT	BALANCE	PAST DUE	MO REV	30	60	90+	STATUS
				DLA	ACCT TYPE	TERMS						SOURCE
B	B	JUST FCU	07/20	12/14 10/15	\$5188 REV	\$2843 -	\$2843	67	1	1	2	CHARGE OFF EF

EXHIBIT D



Experian Credit Report

As of: 11.28.2020



JUSTICE FEDERAL CU

434399XXXXXXXXXX



Account Status	Closed
Account Type	Revolving
Payment Status	DEROGATORY
Balance	\$2,843
Date Opened	Dec 12, 2014

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

-----X
Justin Greenhouse

Plaintiff/Petitioner,

- against -

Index No. 160879/2020

Justice Federal Credit Union d/b/a Blue Knight
Visa and Experian Information Solutions, Inc.

Defendant/Respondent.
-----X

**NOTICE OF ELECTRONIC FILING
(Mandatory Case)
(Uniform Rule § 202.5-bb)**

You have received this Notice because:

- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

● **If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

● **If you are not represented by an attorney:**

You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The **benefits of participating in e-filing** include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

To register for e-filing or for more information about how e-filing works:

- visit: www.nycourts.gov/efile-unrepresented or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

**Information for Attorneys
(E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

- 1) immediately record his or her representation within the e-filed matter on the NYSCEF site www.nycourts.gov/efile ; or
- 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: nyscef@nycourts.gov).

Dated: April 5, 2020

Adham M. Elsayed, Esq.

Name

Law Offices of Robert S. Gitmeid & Associates, PLLC

Firm Name

30 Wall St., 8th Fl #741

New York, NY 10005

Address

(866) 249-1137

Phone

adham.e@gitmeidlaw.com

E-Mail

To: Experian Information Solutions

12 E. 49th Street, 11th Floor

New York, NY 10017

2/24/20